

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>CHUI-FAN KWAN, <i>on her own behalf and on behalf of others similarly situated,</i></p> <p>v.</p> <p>SAHARA DREAMS CO. II INC. f/k/a Sahara Dreams Co. Inc. f/k/a Sahara Dreams Limited d/b/a Dream Hotel Downtown,</p> <p>SAHARA DREAMS LLC f/k/a Sahara Dreams LLC d/b/a Dream Hotel Downtown,</p> <p>HAMPSHIRE HOTELS & RESORTS, LLC f/k/a Hampshire Hotels & Resorts Limited Liability Company d/b/a Hampshire Brand, Hotel & Asset Management, and</p> <p>DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC,</p>	<p>Plaintiff,</p> <p><u>JUDGMENT PURSUANT TO RULE 68, FED. R. CIV. P..</u></p> <p>Defendants.</p>
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WHEREAS, on May 30, 2017, the Plaintiff CHUI-FAN KWAN filed this action against the Defendants SAHARA DREAMS CO. II INC., f/k/a Sahara Dreams Co. Inc., f/k/a Sahara Dreams Limited, d/b/a Dream Hotel Downtown, SAHARA DREAMS LLC, f/k/a Sahara Dreams LLC, d/b/a Dream Hotel Downtown, HAMPSHIRE HOTELS & RESORTS, LLC, f/k/a Hampshire Hotels & Resorts Limited, Liability Company d/b/a Hampshire Brand, Hotel & Asset

Management, and DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC, and other defendants whom have been previously dismissed from this action; and

WHEREAS, on April 11, 2022, pursuant to Rule 68, Fed. R. Civ. P., and in order to effectuate a settlement reached by the parties as a settlement conference before Magistrate Judge Sarah L. Cave, Defendants served on Plaintiff an Offer of Judgment in favor of Plaintiff, which is attached as Exhibit A hereto; and

WHEREAS, on April 14, 2022, Plaintiff accepted Defendant's Offer of Judgment, which acceptance is attached hereto as Exhibit B.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Defendants SAHARA DREAMS CO. II INC., f/k/a Sahara Dreams Co. Inc., f/k/a Sahara Dreams Limited, d/b/a Dream Hotel Downtown, SAHARA DREAMS LLC, f/k/a Sahara Dreams LLC, d/b/a Dream Hotel Downtown, HAMPSHIRE HOTELS & RESORTS, LLC, f/k/a Hampshire Hotels & Resorts Limited, Liability Company d/b/a Hampshire Brand, Hotel & Asset Management, and DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC shall pay Plaintiff CHUI-FAN KWAN the total sum of sixty-seven thousand and five hundred dollars (\$67,500), inclusive of twenty-seven thousand and five hundred dollars (\$27,500) for damages and forty thousand dollars (\$40,000) for all expenses and costs including attorney's fees (the "Settlement Sum").

2. This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any of their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, affiliates,

insurers, and to the predecessors, successors, heirs, executors, administrators, representatives and assigns of each of the foregoing, each in their capacity as such, in connection with the facts and circumstances that are the subject of this action and contained in Plaintiff's pleadings.

3. This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and in order to effectuate a voluntary settlement of the action, and is not to be construed as an admission of liability by Defendants or any of their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, affiliates, insurers, and to the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, each in their capacity as such, in connection with the facts and circumstances that are the subject of this action.

4. Acceptance of this offer of judgment will act as a general release and discharge Defendants and their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, insurers, and to the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, each in their capacity as such, from any and all claims, causes of action, suits, demands, rights, liabilities, damages, lawsuits, losses, fees, costs or expenses of any kind whatsoever, whether known or unknown, including any monetary, injunctive or declaratory relief relating thereto from the beginning of time to the date that judgment is entered;

5. If any amount of the Settlement Sum remains unpaid upon the expiration of ninety (90) days following the issuance of judgment, or ninety (90) days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent (15%) pursuant to Section 198.4 of the New York Labor Law.

Dated: April 19, 2022

SO ORDERED:



Hon. Ronnie Abrams.
U.S.D.J.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>CHUI-FAN KWAN, <i>on her own behalf and on behalf of others similarly situated,</i></p> <p>v.</p> <p>SAHARA DREAMS CO. II INC. f/k/a Sahara Dreams Co. Inc. f/k/a Sahara Dreams Limited d/b/a Dream Hotel Downtown,</p> <p>SAHARA DREAMS LLC f/k/a Sahara Dreams LLC d/b/a Dream Hotel Downtown,</p> <p>HAMPSHIRE HOTELS & RESORTS, LLC f/k/a Hampshire Hotels & Resorts Limited Liability Company d/b/a Hampshire Brand, Hotel & Asset Management, and</p> <p>DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC,</p>	<p>Plaintiff,</p> <p>Case No. 17-cv-4058</p> <p><u>OFFER OF JUDGMENT</u> <u>PURSUANT TO RULE 68, FED.</u> <u>R. CIV. P.</u></p> <p>Defendants.</p>
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, and in order to effectuate a settlement reached at a settlement conference before Magistrate Judge Sarah L. Cave on March 9, 2022, Defendants SAHARA DREAMS CO. II INC., f/k/a Sahara Dreams Co. Inc., f/k/a Sahara Dreams Limited, d/b/a Dream Hotel Downtown, SAHARA DREAMS LLC, f/k/a Sahara Dreams LLC, d/b/a Dream Hotel Downtown, HAMPSHIRE HOTELS & RESORTS, LLC, f/k/a Hampshire Hotels & Resorts Limited, Liability Company d/b/a Hampshire Brand, Hotel & Asset

Management, and DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC (collectively, the “Defendants”), hereby offer to allow Plaintiff CHUI-FAN KWAN (“Plaintiff”) to take a judgment against them in this action for a total sum of sixty-seven thousand and five hundred dollars (\$67,500), inclusive of twenty-seven thousand and five hundred dollars (\$27,500) for damages and forty thousand dollars (\$40,000) for all expenses and costs including attorney’s fees (the “Settlement Sum”).

This judgment shall be in full satisfaction of all federal and state claims that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any of their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, affiliates, insurers, and to the predecessors, successors, heirs, executors, administrators, representatives and assigns of each of the foregoing, each in their capacity as such, in connection with the facts and circumstances that are the subject of this action and contained in Plaintiff’s pleadings.

This offer of judgment may only be accepted up to and including April 15, 2022.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and in order to effectuate a voluntary settlement of the action, and is not to be construed as an admission of liability by Defendants or any of their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, affiliates, insurers, and to the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, each in their capacity as such, in connection with the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment will act as a general release and discharge Defendants and their past, present, and future officers, directors, members, managers, employees, stockholders, parent entities, subsidiary entities, insurers, and to the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, each in their capacity as such, from any and all claims, causes of action, suits, demands, rights, liabilities, damages, lawsuits, losses, fees, costs or expenses of any kind whatsoever, whether known or unknown, including any monetary, injunctive or declaratory relief relating thereto from the beginning of time to the date that judgment is entered.

Acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim of interest on the amount of the judgment.

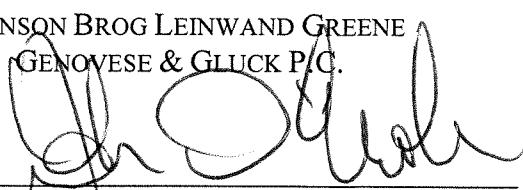
Plaintiff agrees that payment of the Settlement Sum of sixty-seven thousand and five hundred dollars (\$67,500) within thirty (30) days of the date of entry of this judgment shall be a reasonable time for such payment. If any amount of the Settlement Sum remains unpaid upon the expiration of ninety (90) days following the issuance of judgment, or ninety (90) days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent (15%) pursuant to Section 198.4 of the New York Labor Law.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
April 11, 2022

Respectfully submitted,

ROBINSON BROG LEINWAND GREENE
GENOVESE & GLUCK P.C.

By: 

John D'Ercole, Esq.
875 Third Avenue, 9th Floor
New York, NY 10022
T: (212) 603-6300
F: (212) 956-2164

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CHUI-FAN KWAN,
*on her own behalf and on behalf of others similarly
situated,*

Plaintiff,

Case No. 17-cv-04058 (RA) (SLC)

v.

**NOTICE OF ACCEPTANCE OF
OFFER OF JUDGMENT**

SAHARA DREAMS CO. II INC.
f/k/a Sahara Dreams Co. Inc.
f/k/a Sahara Dreams Limited
d/b/a Dream Hotel Downtown,
SAHARA DREAMS LLC
f/k/a Sahara Dreams LLC
d/b/a Dream Hotel Downtown,
HAMPSHIRE HOTELS & RESORTS, LLC
f/k/a Hampshire Hotels & Resorts Limited
Liability Company
d/b/a Hampshire Brand, Hotel & Asset
Management, and
DREAM HOTEL GROUP, LLC
f/k/a Hampshire Hotels Management LLC,
Defendants.

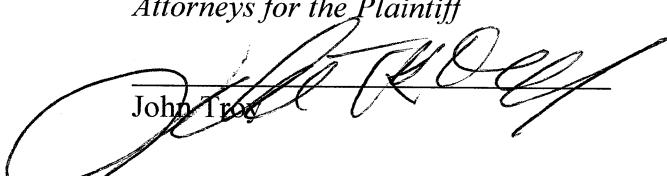
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PLEASE TAKE NOTICE that, pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Plaintiff CHUI-FAN KWAN, through her counsel, hereby accepts and provides notice that she has accepted the Offer of Judgment made by Defendants SAHARA DREAMS CO. II INC. f/k/a Sahara Dreams Co. Inc. f/k/a Sahara Dreams Limited d/b/a Dream Hotel Downtown, SAHARA DREAMS LLC f/k/a Sahara Dreams LLC d/b/a Dream Hotel Downtown, HAMPSHIRE HOTELS & RESORTS, LLC f/k/a Hampshire Hotels & Resorts Limited Liability Company d/b/a Hampshire Brand, Hotel & Asset Management, and DREAM HOTEL GROUP, LLC f/k/a Hampshire Hotels Management LLC, dated April 11, 2022, attached hereto as Exhibit 1.

Dated: Flushing, New York
April 14, 2022

TROY LAW, PLLC
Attorneys for the Plaintiff

John Troy



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CHUI-FAN KWAN,
*on her own behalf and on behalf of others similarly
situated,*

Plaintiff,

Case No. 17-cv-04058 (RA) (SLC)

v.

CERTIFICATE OF SERVICE

SAHARA DREAMS CO. II INC.

f/k/a Sahara Dreams Co. Inc.
f/k/a Sahara Dreams Limited
d/b/a Dream Hotel Downtown,

SAHARA DREAMS LLC

f/k/a Sahara Dreams LLC
d/b/a Dream Hotel Downtown,

HAMPSHIRE HOTELS & RESORTS, LLC

f/k/a Hampshire Hotels & Resorts Limited
Liability Company
d/b/a Hampshire Brand, Hotel & Asset
Management, and

DREAM HOTEL GROUP, LLC

f/k/a Hampshire Hotels Management LLC,
Defendants.

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I hereby certify that a true and correct copy of the attached Notice of Acceptance of Offer of Judgment was served on the Defendants of this action by causing a copy to be sent *via* email to their Attorney of Record on April 14, 2022.

Dated: Flushing, New York

April 14, 2022

TROY LAW, PLLC

Attorneys for the Plaintiff

John Troy

